

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 679-15-1-5020-0001		PAGE 1 OF 73	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA247-14-Q-1205	
6. SOLICITATION ISSUE DATE 09-02-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Tony Jackson		b. TELEPHONE NO. (No Collect Calls) 205-554-2868		8. OFFER DUE DATE/LOCAL TIME 09-17-2014 11:00 AM	
9. ISSUED BY Department of Veterans Affairs Tuscaloosa VA Medical Center 3701 Loop Road East Tuscaloosa AL 35404-5088				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 562211 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Tuscaloosa VA Medical Center Warehouse Building 12 3701 Loop Rd East Tuscaloosa AL 35404				16. ADMINISTERED BY Department of Veterans Affairs Tuscaloosa VA Medical Center 3701 Loop Road East Tuscaloosa AL 35404-5088			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 866-372-1141 FAX: 512-460-5540			
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CONTRACTOR SHALL PROVIDE ALL LABOR, SUPERVISION, TRANSPORTATION, SUPPLIES, AND EQUIPMENT NECESSARY TO PICK UP, TRANSPORT AND DISPOSE OF REGULATED MEDICAL WASTE TO INCLUDE SHARPS BIO-HAZARDOUS WASTE. **SEE PRICE/COST SCHEDULE AND PERFORMANCE WORK STATEMENT! **THIS IS A 100% SDVOSB SET-ASIDE SOLICITATION! PERIOD OF PERFORMANCE: Base Year: October 1, 2014 - September 30, 2015 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 679-3650162-5020-856700-2542 010056100					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANTONIO M. JACKSON		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)	4
PERFORMANCE WORK STATEMENT	5
B.3 Price/Cost Schedule.....	15
Item Information.....	15
B.4 Delivery Schedule	17
SECTION C - CONTRACT CLAUSES	18
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014).....	18
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	23
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	24
C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	24
C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS	24
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	25
C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009).....	25
C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	26
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	27
C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	27
C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)	28
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	34
SECTION E - SOLICITATION PROVISIONS	54
INSTRUCTIONS TO OFFERORS	54
E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	55
E.2 52.216-1 TYPE OF CONTRACT (APR 1984).....	56
E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)	56
E.4 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008).....	56
E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	56
E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	57
E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).....	57
E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	58
E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999).....	58
E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014).....	61

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

Contractor
Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Point of Contact: _____

Phone Number: _____

Email: _____

DUNS: _____

Tax ID: _____

b. GOVERNMENT: Contracting Officer 00247 ANTONIO JACKSON

Department of Veterans Affairs
Tuscaloosa VA Medical Center
3701 Loop Road East
Tuscaloosa AL 35404-5088

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
- ☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ MONTHLY

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

PERFORMANCE WORK STATEMENT

Regulated Medical Waste and Sharps Removal Services

Tuscaloosa VA Medical Center

1. **BACKGROUND:**

The Tuscaloosa VA Medical Center (TVAMC) provides comprehensive outpatient services in Primary Care clinics. The Medical Center operates a 381-bed teaching hospital with 198 authorized nursing home care beds. The full range of inpatient and outpatient care is provided including Psychiatry (87 beds), a Homeless Domiciliary – DR RTP (84 beds) and a Post-Traumatic Stress Disorder Residential Rehabilitation Treatment Program – PR RTP CWT-TR (12 beds). The Tuscaloosa Veteran Administration Medical Center provides a full range of primary medical, long term care and psychiatric services to Veterans in the Western regional area of Alabama. The facility encompasses acute medical; surgical, psychiatric, and long-term care.

2. **GENERAL REQUIREMENTS:**

- a. Contractor shall provide all labor, supervision, transportation, supplies, equipment necessary to pick up and transport regulated medical waste (RMW) to include the pickup of sharps bio-hazardous waste.
- b. The contractor shall collect, transport and dispose of Regulated Medical Waste (RMW) and treat by incineration or by means as regulated by the Alabama Department of Environmental Management, and in accordance with Federal, State and local laws and regulations.
- c. Pickups shall be once a week on Tuesdays.
- d. This medical facility has an estimate of 19,102 lbs of regulated medical waste that is disposed of per year and 6000 lbs of sharps bio-hazardous waste per year.
- e. Types of Regulated Medical Waste include, but are not limited to the following:
 1. Pathological Waste
 2. Cultures, stocks and vaccines
 3. All used and unused sharps
 4. Contaminated animal carcasses, body parts, etc
 5. Blood, blood products, other potentially infectious body fluids, and contaminated items
 6. Chemotherapy Waste (if any)
 7. Pharmaceuticals (controlled, outdated drugs and vaccines)
- f. The place of performance is: Tuscaloosa VA Medical Center, 3701 Loop Road East, Tuscaloosa, AL 35404

3. **SPECIFIC SERVICES:**

- a. **Provide and Service Reusable Sharps Containment System:**

1. Contractor shall provide labor, transportation, collection, removal, treatment and destruction services including a reusable sharps containment system compliant with Centers for Disease Control (CDC) and National Institute for Occupational Safety and Health (NIOSH) guidelines for the storage, transport and shipment of regulated medical waste. Approximately sizes are 24" x 24" x 30"; 30 to 40 gallon capacity.
2. A minimum of 90 containers is needed weekly at the TVAMC.
3. Contract pricing will be calculated by weight.
4. Contractor shall provide rigid puncture resistant sharps containers that meet the American Society for Testing Materials (ASTM) Standard F2131-01 "Standard Specification for Puncture Resistance of Materials Used in Containers for Discarded Medical Needles and Other Sharps".
5. Contractor shall provide sharps containers that include appropriate sizes and shapes, opening types (vertical drop) and closures (locking mechanism), mounting brackets, carts with casters (to hold and transport), training, and replacement for sharps collection and containment of Sharps Waste (defined below).
6. Sharps containers shall be of the type that lends itself to privacy of patient information (example – be of solid red in color). Each container shall meet all requirements of The Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1910.1030 "Bloodborne Pathogens" and be registered as a sharps waste container with the Food and Drug Administration (FDA).
7. Contractor shall provide labor, tools, materials, supplies, appropriate equipment, transportation, and supervision necessary to pick up, store, transport, decant, and clean/sterilize containers as well as destroy, dispose of, document, and invoice for waste removed from the containers. Special function items such as, but not limited to, funnel tops, traps, wall cabinets and related hardware, shall be supplied by the contractor at no additional cost to the VA.
8. "Sharps infectious Waste" shall be considered for the purpose of this contract to include hypodermic needles, syringes and scalpel blades. The term does not include any hazardous waste, radioactive waste, pharmaceuticals. The Medical Center will be responsible for the segregating of all waste in accordance with Federal, State, and Local requirements.
9. The Contractor shall provide a supply of clean/sterilized reusable sharps containers to be kept on site to be used in the event that a container does become full prior to the contractor's scheduled exchange visit and an Environmental Management Service (EMS) staff member will then replace full container with a new empty one. Exact storage location to be determined by EMS.
10. Contents of reusable sharps contents shall be transported off station and disposed of as RMW. The contaminated reusable sharps containers shall be cleaned, disinfected, and sterilized for reuse. Reusable sharps containers shall not be cycled through more than 500 times or as stated and allowed by applicable and current regulations. The cost of any replacement sharps containers shall be at the Contractor's expense.
11. All containers shall be clearly labeled with Biohazard symbol and the word "BIOHAZARD" displayed on them along with bar code.
12. Contractor will provide red bags/liners for the re-useable plastic containers as needed, or upon request.
13. In addition to re-useable containers, contractor will provide cardboard boxes, red bags and tape, for use in emergencies.

b. Provide Regulated Medical Waste (RMW) collection and disposal services:

1. Contractor shall provide services including the provision of containers and labels for regulated medical waste; pickup of all regulated medical waste streams to include sharps; storage and transport; decanting, examination, appropriate treatment, disposal, and documentation of quantities and weights of waste; cleaning of containers; and provision of legal manifest which accurately documents the chain of custody from point of pickup to final disposition.
2. The estimated quantity of waste pickup is established in Section B2 Price/Cost Schedule.

3. Contractor shall pick up locked containers from Building 3 locked Cage.
4. **Regulated Medical Waste containers:** Containers shall be made of rigid plastic construction designed to prevent puncture by needles and other sharps, capacity not to exceed **96-gallons**, and shall include locking safety handles along with appropriate bio-hazard warning symbols approved by the State and Federal regulatory agencies. Contractor shall maintain the refuse containers and equipment in a state of satisfactory repair (no broken wheels or lids, sharp points) and appearance (free of dirt/old paper stickers) as determined by the COR. Contractor shall have containers disinfected inside and out using and Centers for Disease Control (CDC) approved disinfectant before returning them to the medical center or clinics for use. Disinfectant Material Safety Data Sheet (MSDA) information shall be provided by the contractor to the COR prior to use.

4. SAFETY REQUIREMENTS AND TRAINING:

- a. Contractor vehicles, carts, materials, or supplies shall not be left unattended. Vehicles shall be parked only in designated area as provided by EMS staff.
- b. Contractor shall ensure that its staff who drive on VA property are professional, comply with all facility policies such as zero tolerance for sexual harassment and violence in the workplace, drug-free workplace, and safety.
- c. Contractor shall ensure that facility standards are followed along with The Joint Commission standards. Contractor is solely responsible for any and all spills or leaks during the performance of the contract.
- d. The Contractor agrees to clean up such spills and/or leaks to the satisfaction of the Government in a manner which satisfies the applicable regulations, at no cost to the Government.
- e. The Contractor shall report to the VA Safety Officer via the COR all spills, regardless of quantity and all personnel exposures. Such reports shall first be reported by telephone within 30 minutes following the incident and shall have a follow up in writing no later than seven (7) days after the initial report. When reporting a spill the following information shall be furnished (1) quantity spilled; (2) exact location of spill; (3) containment procedures initiated; (4) clean-up and disposal procedures; (5) personal injury involved; (6) assistance required; and (7) a narrative summarizing all on-scene visits made by local, state, and federal officials.
- f. Contractor shall not dispose of any chemical containers contaminated by cleaning chemicals in any location in the facility except as specified by the COR.
- g. Contractor shall comply with all applicable federal, state, county regulations on workers' safety standards and related training.
- h. All Contractor personnel involved in the performance of this contract shall have received training regarding the handling of infectious materials, and emergency procedures to be followed in case of a spill before starting work under this contract.
- i. Certification of such training shall be provided within (fifteen) 15 days of receiving notice of award of the contract. Certification for any new contract employees shall be provided to the Contracting Officer within thirty (30) days of receipt of the training.

5. CONTRACTOR SUBMITTALS:

- a. Prior to commencement of any work, the Contractor and employees working on this contract shall submit to the COR and/or Contracting Officer:
 1. Contractor shall be properly licensed by Federal, State and Local authorities to provide pickup, removal and disposal of bio-hazardous waste and insured.

2. Contractor shall attach copies of licenses, permits, and proof of insurance indicated above with their quote at time of offer due date and shall maintain all required licensing, permitting, and insurance throughout the life of the contract.
3. Contractor shall provide name, address, contact name and telephone number of **all** disposal facilities to be used under this contract, with their offer at time of offer due date.
4. Contractor shall make complete distribution of the waste to a reliable licensed facility approved by all Federal, State, and Local regulatory bodies for disposal.
5. Contractor shall be required to submit an executed Business Associate Agreement (BAA) prior to contract award.

6. MANIFEST DOCUMENTATION/REPORT:

- a. Contractor will make pickups at the designated pick up points between the hours of 8 am and 2:30 p.m. (weekdays).
- b. The contractor shall provide tracking of medical waste from the point of pickup, through use of an EPA, DEQ for applicable state, and DOT approved manifest system. The Contractor shall provide hard copy documentation (manifest sheets) to the COR, indicating time and date of pickup, time and date of incineration, and **weight** of each container received at the time of pick up.
- c. Contractor staff shall engage only authorized EMS staff (COR or designee) to sign manifests of waste in accordance with DOT and state requirements. Contractor shall provide final copy within two (2) weeks after the end of the month of service.
- d. Contractor shall provide the weights of medical waste processed for each facility site at the end of each month. These weights may be included on the monthly invoice, but must be provided monthly.
- e. Contractor will provide all the necessary labels to designate the type of medical waste contained in each container (medical waste and chemo)

7. INVOICES:

- a. Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor, validated by the Contracting Officer's Representative (COR), and submitted to VA FSC, P. O. BOX 149971, AUSTIN, TX 78714 VIA THE OB10 online electronic invoicing system.
- b. In order to submit electronic invoices, all VA vendors must register with Tungsten Network (formerly OB10) by submitting an email to VA.Registration@ob10.com or calling 1-877-752-0900 option 2 for Enrollment.
- c. Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at <http://www.tungsten-network.com/us/en/veterans-affairs-us/>. For questions regarding the submission of VA electronic invoices, OB10 customer service may be contacted at 1-877-489-6135.
- d. For questions regarding invoice receipt or payment, please call VAFSC directly at 1-877-353-9791 or email vafscshd@va.gov
- e. A properly prepared invoice will contain:
 - Invoice Number and Date
 - Contractor's Name and Address
 - Accurate Purchase Order Number
 - Supply or Service provided
 - Itemization of pounds collected and disposed of
 - Price per pound or per service, as applicable
 - Dates of Service performed
 - Total amount due

8. INFORMATION SECURITY, PRIVACY, AND OTHER SPECIAL REQUIREMENTS:

- a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
- b. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- c. If the VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- d. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.
- e. No Contractor personnel will use or attempt to use any computer terminal or information technology device on VA property without all related requirements being met and specific authorization granted from the ISO and Privacy Officers. Contractor personnel will not attempt to connect any device to any computer terminal or information technology device on VA property without all related requirements being met and specific authorization granted from the ISO and Privacy Officers. The Contractor will ensure annual compliance with any applicable and identified Information Security and Privacy training.
- f. The contractor at no time will take photos or video while on facility property.
- g. **Contractor shall report to Building 3, Rm 6B upon arrival on station for each pickup and wear ID Badge at all times while on premises.**
- h. The awarded contractor shall be required to complete a Business Associate Agreement upon receipt of a contract.
- i. Contractor will complete prior to an assignment and annually thereafter the required VA 10176 Privacy and Security Training by following the below steps and successfully completing this training. The Contractor must bring a printed copy of the training completion certificate to the COR before starting work.
 - From a computer, launch a web browser and navigate to <http://www.tms.va.gov>
 - Click the [Create New User] link located near the SIGN IN button.
 - Use your email address as ID
 - Proceed by using the prompts.
 - Contractor will self-identify as Contractor
 - For Questions and or Clarification related to this training requirement, contact COR Jeff Nealy at 205-554-2849 or Jeffery.nealy2@va.gov.
 - Bring printed certificate of completion for required training before starting work.

9. QUALITY CONTROL/ASSURANCE (CONTRACTOR):

- a. The contractor shall establish and maintain a complete quality control/assurance program to assure the requirements of the contract are provided as specified.
- b. The contractor shall provide a copy of their quality control/assurance plan to the Contracting Officer with their quote at time of offer due date.

10. QUALITY/PERFORMANCE REQUIREMENTS SUMMARY:

- a. As stated above, the contractor shall be responsible for their own internal Quality Control Program. The Government will perform surveillance of the contractor's performance using the Performance Work Statement and the Performance Requirements Summary (see Technical Exhibit 1) on the next page to determine if the contractor exceeds, meets, or does not meet these standards. The fact that the government is performing surveillance of the contractor's performance does not in any way relieve the contractor from performing their own surveillance and maintaining acceptable quality levels.

b. Performance Requirements Summary Matrix:

The government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

Technical Exhibit 1

Performance/Requirement Indicator	Performance Standard	Performance Measure (AQL)	Monitoring Method/Method of Surveillance	Incentive
Waste collection/pickup for both RMW and Sharps Containers (Sections 3 a, b)	Within time specified	100% (no deviation)	Direct observation, random sampling by COR and customer complaints	Positive Past Performance & exercise of option periods
Treat and Disposal of Waste (Section 3)	Dispose of in accordance with OSHA, EPA, & local, state, and federal regulations	100% (no deviation)	Direct observation and random sampling by COR	Positive Past Performance & exercise of option periods
Provide hard copy documentation (manifest sheets) to the COR, indicating time and date of pickup, time and date of incineration, and weight of each container received at the time of pick up. (Section 6)	Provide at the time of pickup	100% (no deviation)	Direct observation and random sampling by COR	Positive Past Performance & exercise of option periods

Pickup-Disposal Documents- the Contractor shall provide copy of monthly record of the weights for medical waste (Manifests) picked up and disposed. (Section 6)	Final Documents received within 2 weeks after the end of the month	100% (no deviation)	Direct observation and random sampling by COR	Positive Past Performance & exercise of option periods
--	---	------------------------	---	---

11. **DAYS AND HOURS OF OPERATION:**

- a. Tuscaloosa VAMC business days and hours are Monday through Friday 8:00 am – 4:30 pm, local Central time; excluding Federal Holidays
- b. Legal Holidays observed are as follows:

New Years Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

12. **PERIOD OF PERFORMANCE:**

- a. This contract is for a base year with four (4) one year option periods from October 1, 2014 through September 30, 2019. In the event the contract is not awarded by October 1st, then the Base Year will be from the actual Award Date - 30 Sep 2015. All remaining Option years will still begin October 1st.

Base Year:	1 Oct 2014 – 30 Sep 2015
1 st Option Period	1 Oct 2015 – 30 Sep 2016
2 nd Option Period	1 Oct 2016 – 30 Sep 2017
3 rd Option Period	1 Oct 2017 – 30 Sep 2018
4 th Option Period	1 Oct 2018 – 30 Sep 2019

13. **EVALUATION CRITERIA:**

- a. The Government intends to make award without discussions. However, it may be determined necessary to conduct discussions if award cannot be made on the initial proposals submitted. All communications will be directed through the CONTRACTING OFFICER.
- b. Proposals will be considered from SDVOSB firms who are regularly established in the business of collection and disposal of medical waste services called for, verified (have seal) in VetBIZ registry and who, in the judgment of

the Contracting Officer, are financially responsible and able to show evidence of their responsibility, ability, experience, equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory service under the terms of the contract. The Government reserves the right to thoroughly inspect and investigate the establishment facilities, business reputation and other qualifications of any offeror and to reject any proposal irrespective of price that shall be administratively determined lacking in any of the essentials necessary to assure acceptable standards of performance.

- c. This is a “Lowest Priced Technically Acceptable” acquisition. Award will be made to the offeror whose offer is the lowest priced and technically acceptable.
- d. Proposals shall consist of two (2) separate parts; Technical and Price.
- e. The following factors will be used to rate the offers and shall be addressed by the contractors:

FACTOR 1: Technical Acceptability

FACTOR 2: Past Performance

FACTOR 3: Price

- f. SEE 52.212.2 Evaluation – Commercial Items, further on in this solicitation for more details.

14. PROGRAM OFFICE POINTS OF CONTACT:

Contracting Officer’s Representative (COR): Jeff Nealy, Supervisor – EMS, 205-554-2849,
jeffery.nealy2@va.gov

Supervisory POC: James Pratt Jr., Chief – Environmental Management Service, 205-554-2000 ext 12231,
james.pratt@va.gov

****IMPORTANT: SITE VISIT**

Offerors are urged and expected to inspect the site where services are to be performed and satisfy themselves regarding all general and local conditions that may affect the cost of the contract performance, to the extent that the information is reasonable obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award, nor relieve the successful offeror from performing the work in strict accordance with the true intent and meaning of the specifications. **Offerors shall contact the Mr. Jeff Nealey at 205-554-2849 / Jeffery.nealy2@va.gov or Mr. James Pratt at 205-554-2000 x2231 / james.pratt@va.gov for appointment.**

15. SPECIAL NOTE

- a. In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any questions must be submitted in written form via e-mail to tony.jackson@va.gov or via fax to (478) 274-5715 and shall be received no later than 5 days before Offerors Due Date.
- b. Proposals will be considered only from offerors who are regularly established in the business called for, who are financially responsible, and able to show evidence of their reliability, ability, experience, facilities and personnel directly employed by them to render prompt and satisfactory service.

16. LOCATION OF SHARP CONTAINERS:

a.

Building	Room Number	Quantity
137	C4-117	1
137	I4-117	1
137	14-106	1
137	C3117	1
137	C3104	1
137	D3-101	1
137	E3- 117	2
137	G3-101	1
137	G3-116	2
137	H3-113	1
137	I3-100	1
137	I2-117	2
135	G-48	1
135	G-38	1
135	41-B	1
135	41-Q	1
135	41-P	1
135	41-O	1
135	41-N	1
135	41-G	1
135	41-H	1
135	41-J	1
135	41-M	1
38	241	1
38	241A	1
38	243	1
38	243A	1
38	227	1
38	209	1
38	210	1
38	213	1
38	212	1
38	214	1
38	206	1
38	207	1
38	141	1
38	142	1

38	142A	1
38	143	1
38	144	1
38	144A	1
38	145	1
38	152	1
38	152A	1
LAB-135	153	1
LAB-135	155	1
LAB-135	130A	1
1	314	2
1	308	1
1	420	1
PHAR-135		2
EYE-CLIN		1
LAB-135		18
146		2
145		1
61	B-20	3
61	A-41	2
61	D-22	3
61	D08-A	1
CAGE-3		69
	TOTAL	156

- b. The CAGE-3 location represents 69 empty clean containers that will be stored for switch-out use.

END OF PERFORMANCE WORK STATEMENT

B.3 Price/Cost Schedule

Item Information

****All Unit Prices shall be burdened with all applicable contractor costs in order to effectively provide the needed services to the Government.**

BASE YEAR: OCTOBER 1, 2014 - SEPTEMBER 30, 2015

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Regulated Medical Waste Pickup, transport and disposal	19,200.00	LB		
0002	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Reusable Sharps Container System and Waste Collection	6,000.00	LB		

Base Year Total: \$ _____

OPTION YR 1: OCTOBER 1, 2015 - SEPTEMBER 30, 2016

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Regulated Medical Waste Pickup, transport and disposal	19,200.00	LB		
1002	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Reusable Sharps Container System and Waste Collection	6,000.00	LB		

Option Year 1 Total: \$ _____

OPTION YR 2: OCTOBER 1, 2016 - SEPTEMBER 30, 2017

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Regulated Medical Waste Pickup, transport and disposal	19,200.00	LB		
2002	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Reusable Sharps Container System and Waste Collection	6,000.00	LB		

Option Year 2 Total: \$_____

OPTION YR 3: OCTOBER 1, 2017 - SEPTEMBER 30, 2018

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Regulated Medical Waste Pickup, transport and disposal	19,200.00	LB		
3002	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Reusable Sharps Container System and Waste Collection	6,000.00	LB		

Option Year 3 Total: \$_____

OPTION YR 4: OCTOBER 1, 2018 - SEPTEMBER 30, 2019

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Regulated Medical Waste Pickup, transport and disposal	19,200.00	LB		
4002	Contract Period: Base POP Begin: 10-01-2014 POP End: 09-30-2015 Reusable Sharps Container System and Waste Collection	6,000.00	LB		

Option Year 4 Total: \$_____

Base Year and All Option Years Grand Total: \$_____

B.4 Delivery Schedule

ITEM NUMBER	QUANTITY	INITIAL DELIVERY DATE
0001-4002	SHIP TO: Tuscaloosa VA Medical Center Warehouse Bldg 12 3701 Loop Road East Tuscaloosa ,AL 35404	19,200.00 6,000
	MARK FOR: Jeff Nealy jeffery.nealy2@va.gov 205-554-2849	

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to

officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General*. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of ALABAMA. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
(End of Addendum to 52.212-4)		

C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☒ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WD 05-2003 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2003
Diane C. Koplewski	Division of	Revision No.: 15
Director	Wage Determinations	Date Of Revision: 07/25/2014

State: Alabama

Area: Alabama Counties of Bibb, Blount, Cullman, Fayette, Greene, Hale, Jefferson, Lamar, Marengo, Perry, Pickens, Shelby, St Clair, Tuscaloosa, Walker

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.69
01012 - Accounting Clerk II	20.01
01013 - Accounting Clerk III	20.98
01020 - Administrative Assistant	20.68
01040 - Court Reporter	17.92
01051 - Data Entry Operator I	13.96

01052 - Data Entry Operator II	15.23
01060 - Dispatcher, Motor Vehicle	17.92
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	13.41
01112 - General Clerk II	14.66
01113 - General Clerk III	16.52
01120 - Housing Referral Assistant	20.52
01141 - Messenger Courier	10.42
01191 - Order Clerk I	13.42
01192 - Order Clerk II	14.83
01261 - Personnel Assistant (Employment) I	17.24
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	24.58
01270 - Production Control Clerk	20.67
01280 - Receptionist	12.47
01290 - Rental Clerk	14.86
01300 - Scheduler, Maintenance	16.45
01311 - Secretary I	16.45
01312 - Secretary II	18.26
01313 - Secretary III	20.52
01320 - Service Order Dispatcher	16.44
01410 - Supply Technician	22.50
01420 - Survey Worker	17.92
01531 - Travel Clerk I	10.99
01532 - Travel Clerk II	11.68
01533 - Travel Clerk III	12.41
01611 - Word Processor I	14.45
01612 - Word Processor II	15.82
01613 - Word Processor III	18.17

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	21.33
05010 - Automotive Electrician	17.57
05040 - Automotive Glass Installer	16.60
05070 - Automotive Worker	16.60
05110 - Mobile Equipment Servicer	14.02
05130 - Motor Equipment Metal Mechanic	18.53
05160 - Motor Equipment Metal Worker	16.60
05190 - Motor Vehicle Mechanic	17.83
05220 - Motor Vehicle Mechanic Helper	14.05
05250 - Motor Vehicle Upholstery Worker	15.63
05280 - Motor Vehicle Wrecker	16.60
05310 - Painter, Automotive	17.57
05340 - Radiator Repair Specialist	16.60
05370 - Tire Repairer	11.71
05400 - Transmission Repair Specialist	18.53

07000 - Food Preparation And Service Occupations

07010 - Baker	11.25
07041 - Cook I	8.54
07042 - Cook II	9.67
07070 - Dishwasher	8.20
07130 - Food Service Worker	8.72
07210 - Meat Cutter	12.96
07260 - Waiter/Waitress	7.51

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	15.44
09040 - Furniture Handler	10.18
09080 - Furniture Refinisher	15.44
09090 - Furniture Refinisher Helper	11.95
09110 - Furniture Repairer, Minor	13.64

09130 - Upholsterer	15.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.23
11060 - Elevator Operator	9.15
11090 - Gardener	11.73
11122 - Housekeeping Aide	9.15
11150 - Janitor	9.15
11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	8.43
11260 - Pruner	10.67
11270 - Tractor Operator	11.83
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	9.87
12000 - Health Occupations	
12010 - Ambulance Driver	15.95
12011 - Breath Alcohol Technician	15.95
12012 - Certified Occupational Therapist Assistant	23.68
12015 - Certified Physical Therapist Assistant	23.08
12020 - Dental Assistant	13.62
12025 - Dental Hygienist	24.96
12030 - EKG Technician	21.05
12035 - Electroneurodiagnostic Technologist	21.05
12040 - Emergency Medical Technician	15.95
12071 - Licensed Practical Nurse I	14.47
12072 - Licensed Practical Nurse II	16.19
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	15.29
12160 - Medical Record Clerk	12.66
12190 - Medical Record Technician	14.17

12195 - Medical Transcriptionist	14.36
12210 - Nuclear Medicine Technologist	28.00
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.47
12223 - Nursing Assistant III	11.43
12224 - Nursing Assistant IV	12.82
12235 - Optical Dispenser	15.15
12236 - Optical Technician	14.12
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.82
12305 - Radiologic Technologist	21.70
12311 - Registered Nurse I	24.27
12312 - Registered Nurse II	29.69
12313 - Registered Nurse II, Specialist	29.69
12314 - Registered Nurse III	35.91
12315 - Registered Nurse III, Anesthetist	35.91
12316 - Registered Nurse IV	43.04
12317 - Scheduler (Drug and Alcohol Testing)	19.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.27
13012 - Exhibits Specialist II	21.42
13013 - Exhibits Specialist III	25.39
13041 - Illustrator I	17.27
13042 - Illustrator II	21.42
13043 - Illustrator III	25.39
13047 - Librarian	22.85
13050 - Library Aide/Clerk	10.24
13054 - Library Information Technology Systems Administrator	20.43
13058 - Library Technician	12.34

13061 - Media Specialist I	14.73
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.38
13071 - Photographer I	14.73
13072 - Photographer II	16.48
13073 - Photographer III	20.43
13074 - Photographer IV	24.99
13075 - Photographer V	30.23
13110 - Video Teleconference Technician	16.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.92
14042 - Computer Operator II	17.80
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.06
14045 - Computer Operator V	24.43
14071 - Computer Programmer I	23.08
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.92
14160 - Personal Computer Support Technician	22.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.29
15020 - Aircrew Training Devices Instructor (Rated)	34.23
15030 - Air Crew Training Devices Instructor (Pilot)	38.85
15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	26.48

15070 - Flight Instructor (Pilot)	38.85
15080 - Graphic Artist	22.41
15090 - Technical Instructor	20.53
15095 - Technical Instructor/Course Developer	25.12
15110 - Test Proctor	16.57
15120 - Tutor	16.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.40
16030 - Counter Attendant	8.40
16040 - Dry Cleaner	10.30
16070 - Finisher, Flatwork, Machine	8.40
16090 - Presser, Hand	8.40
16110 - Presser, Machine, Drycleaning	8.40
16130 - Presser, Machine, Shirts	8.40
16160 - Presser, Machine, Wearing Apparel, Laundry	8.40
16190 - Sewing Machine Operator	10.90
16220 - Tailor	11.50
16250 - Washer, Machine	10.72
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.65
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.88
21030 - Material Coordinator	19.39
21040 - Material Expediter	19.39
21050 - Material Handling Laborer	12.57
21071 - Order Filler	10.30
21080 - Production Line Worker (Food Processing)	13.88
21110 - Shipping Packer	13.38
21130 - Shipping/Receiving Clerk	13.38

21140 - Store Worker I	9.98
21150 - Stock Clerk	14.06
21210 - Tools And Parts Attendant	13.88
21410 - Warehouse Specialist	13.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.46
23021 - Aircraft Mechanic I	22.07
23022 - Aircraft Mechanic II	23.46
23023 - Aircraft Mechanic III	24.83
23040 - Aircraft Mechanic Helper	16.11
23050 - Aircraft, Painter	20.32
23060 - Aircraft Servicer	18.38
23080 - Aircraft Worker	19.53
23110 - Appliance Mechanic	18.46
23120 - Bicycle Repairer	12.88
23125 - Cable Splicer	25.02
23130 - Carpenter, Maintenance	17.40
23140 - Carpet Layer	17.26
23160 - Electrician, Maintenance	20.18
23181 - Electronics Technician Maintenance I	21.06
23182 - Electronics Technician Maintenance II	22.51
23183 - Electronics Technician Maintenance III	24.03
23260 - Fabric Worker	16.05
23290 - Fire Alarm System Mechanic	18.15
23310 - Fire Extinguisher Repairer	15.23
23311 - Fuel Distribution System Mechanic	24.08
23312 - Fuel Distribution System Operator	18.15
23370 - General Maintenance Worker	16.20
23380 - Ground Support Equipment Mechanic	22.07
23381 - Ground Support Equipment Servicer	18.38

23382 - Ground Support Equipment Worker	19.53
23391 - Gunsmith I	14.81
23392 - Gunsmith II	17.27
23393 - Gunsmith III	19.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.20
23430 - Heavy Equipment Mechanic	21.83
23440 - Heavy Equipment Operator	17.34
23460 - Instrument Mechanic	26.36
23465 - Laboratory/Shelter Mechanic	18.46
23470 - Laborer	11.87
23510 - Locksmith	17.95
23530 - Machinery Maintenance Mechanic	20.09
23550 - Machinist, Maintenance	19.22
23580 - Maintenance Trades Helper	13.59
23591 - Metrology Technician I	26.36
23592 - Metrology Technician II	23.67
23593 - Metrology Technician III	25.06
23640 - Millwright	18.86
23710 - Office Appliance Repairer	21.21
23760 - Painter, Maintenance	16.72
23790 - Pipefitter, Maintenance	19.03
23810 - Plumber, Maintenance	17.83
23820 - Pneudraulic Systems Mechanic	19.71
23850 - Rigger	19.71
23870 - Scale Mechanic	17.27
23890 - Sheet-Metal Worker, Maintenance	17.94
23910 - Small Engine Mechanic	16.64

23931 - Telecommunications Mechanic I	25.37
23932 - Telecommunications Mechanic II	30.76
23950 - Telephone Lineman	21.53
23960 - Welder, Combination, Maintenance	16.11
23965 - Well Driller	19.69
23970 - Woodcraft Worker	19.71
23980 - Woodworker	13.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	15.30
24610 - Chore Aide	8.21
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	19.50
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.46
25040 - Sewage Plant Operator	18.79
25070 - Stationary Engineer	22.46
25190 - Ventilation Equipment Tender	13.83
25210 - Water Treatment Plant Operator	18.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.72
27007 - Baggage Inspector	9.87
27008 - Corrections Officer	18.22
27010 - Court Security Officer	18.99
27030 - Detection Dog Handler	13.87
27040 - Detention Officer	18.22
27070 - Firefighter	20.70
27101 - Guard I	9.87
27102 - Guard II	13.87

27131 - Police Officer I	20.26
27132 - Police Officer II	22.49
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.45
28043 - Carnival Equipment Worker	8.33
28210 - Gate Attendant/Gate Tender	12.32
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.06
28515 - Recreation Specialist	12.49
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.99
29020 - Hatch Tender	18.99
29030 - Line Handler	18.99
29041 - Stevedore I	16.68
29042 - Stevedore II	20.30
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.61
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	23.03
30030 - Cartographic Technician	23.03
30040 - Civil Engineering Technician	22.60
30061 - Drafter/CAD Operator I	16.61
30062 - Drafter/CAD Operator II	18.58

30063 - Drafter/CAD Operator III	22.03
30064 - Drafter/CAD Operator IV	25.20
30081 - Engineering Technician I	15.74
30082 - Engineering Technician II	17.65
30083 - Engineering Technician III	19.75
30084 - Engineering Technician IV	24.48
30085 - Engineering Technician V	29.94
30086 - Engineering Technician VI	36.22
30090 - Environmental Technician	22.51
30210 - Laboratory Technician	20.73
30240 - Mathematical Technician	23.13
30361 - Paralegal/Legal Assistant I	18.40
30362 - Paralegal/Legal Assistant II	22.81
30363 - Paralegal/Legal Assistant III	27.90
30364 - Paralegal/Legal Assistant IV	33.75
30390 - Photo-Optics Technician	23.13
30461 - Technical Writer I	19.00
30462 - Technical Writer II	23.25
30463 - Technical Writer III	26.90
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.80
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.33
31030 - Bus Driver	14.76

31043 - Driver Courier	14.18
31260 - Parking and Lot Attendant	9.12
31290 - Shuttle Bus Driver	14.65
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	14.65
31362 - Truckdriver, Medium	18.35
31363 - Truckdriver, Heavy	19.52
31364 - Truckdriver, Tractor-Trailer	19.52
99000 - Miscellaneous Occupations	
99030 - Cashier	10.51
99050 - Desk Clerk	10.65
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	11.96
99252 - Laboratory Animal Caretaker II	13.13
99310 - Mortician	21.58
99410 - Pest Controller	16.32
99510 - Photofinishing Worker	14.08
99710 - Recycling Laborer	13.23
99711 - Recycling Specialist	16.14
99730 - Refuse Collector	11.87
99810 - Sales Clerk	12.40
99820 - School Crossing Guard	9.20
99830 - Survey Party Chief	19.14
99831 - Surveying Aide	11.63
99832 - Surveying Technician	15.96
99840 - Vending Machine Attendant	14.48
99841 - Vending Machine Repairer	17.51
99842 - Vending Machine Repairer Helper	14.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

- (4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations

on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for

ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial

laundrying in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

****SEE ATTACHED CORPORATE EXPERIENCE FORM**

SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

INSTRUCTIONS TO OFFERORS

SUBMISSION OF OFFERS:

All questions (request for information) must be in writing and submitted to the Contracting Officer, Tony Jackson at Antonio.jackson@va.gov. All questions must be received no later than *September 12, 2014 @ 11:00 AM CST*. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring an extension of the solicitation and to extend would not be in the best interest of the Government. All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Quote.

SUBMITTAL INSTRUCTIONS: Submit two the following in **TWO** separate files via email (depending on file size), overnight express, or U.S. Mail. Mailing address is:

Tuscaloosa VA Medical Center
Attn: Tony Jackson (90C)
Bldg 5 – 10A
3701 Loop Road East
Tuscaloosa AL 35404-5088

1. TECHNICAL OFFER

- a. Company Cover letter with introduction to your company
- b. Provide response to all specified Evaluation Factors beginning on page 58
- c. Include a copy of your CVE letter certifying your SDVOSB Status.

2. PRICE QUOTE

Offer and Certifications

- a. Complete blocks 12, 17a, 30(a) (b) and (c) of the SF 1449. In doing so, the offeror accedes to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.

- b. Complete Contractor information on page 3
- c. Complete PRICE/COST SCHEDULE beginning on page 15
- d. Complete the FAR provision 52.209-5 (Page 55), Paragraph E.2, (b) (1) (2).
- e. Complete Offeror Representations and Certifications starting on page 61. Pay attention to the 1st paragraph which gives directions on what needs to be completed. Complete only paragraph (b)(2) on page 64 by placing “NONE” on the blank if your company has completed the Reps and Certs through the SAM.gov website. Please be advised that to be eligible for award, Offerors are required to register their business at <https://www.sam.gov/portal/public/SAM/>.
- f. Provide a summary of your quote on company letterhead and provide any needed clarifications of your costs.
- g. Any acknowledgement of Solicitation Amendments

SITE VISIT:

Offerors are urged to inspect the site where services are to be performed if necessary and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. Please contact Jeffery Nealy at 205-554-2849 or jeffery.nealy2@va.gov or James Pratt at 205-554-2231 or james.pratt@va.gov to schedule a site visit. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Addendum to 52.212-1)

E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Priced** contract resulting from this solicitation.

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ANTONIO M. JACKSON

ANGELA M. JORDAN

Hand-Carried Address:

Tuscaloosa VA Medical Center
3701 Loop Road East
Tuscaloosa AL 35404-5088

Mailing Address:

Department of Veterans Affairs
Tuscaloosa VA Medical Center
3701 Loop Road East
Tuscaloosa AL 35404-5088

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.4 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the CENTERS FOR DISEASE CONTROL (CDC) and NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH) as to comply with guidelines for the storage, transport and shipment of regulated medical waste. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

- (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

TECHNICAL ACCEPTABILITY

PAST PERFORMANCE

PRICE

Technical and past performance, when combined, are EQUAL TO PRICE.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

ADDENDUM to FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-2 as an addendum to this solicitation:

SELECTION CRITERIA:

- A. The Government intends to make award without discussions. However, it may be determined necessary to conduct discussions if award cannot be made on the initial offers submitted. In this case, the Technical Evaluation Team (TET) will need to identify what questions the TET feels need to be asked of the offeror in order for the TET to complete the evaluation and make a recommendation for award.
- B. This is a best value acquisition utilizing “**Lowest Price Technically Acceptable**” process. Award will be made to the offeror with the lowest evaluated price that has been deemed technically acceptable. Evaluation criteria are as follows:

1. Price

- a. Total price will be evaluated by the Government. In evaluating the offeror’s proposed price for this project, the government concern includes determining price reasonableness. The techniques and procedures described under FAR 12.209, Determination of Price Reasonableness, will be the primary means of assessing price acceptance.
- b. Provide prices on all line items listed on the Price/Cost Schedule.
- c. If the lowest priced offer is evaluated as being reasonable, affordable and realistic, and is evaluated to be technically acceptable, that offer represents the best value for the Government.

2. Technical Acceptability

- a. Provide a written Capabilities document with no more than three (3) pages, detailing your firm’s experience and capability of performing work similar to what is being required in the Performance Work Statement (PWS) . **Your firm shall address the minimum requirements as follows: Contractor shall have at a minimum five (5) years of experience relevant to the required work.**
- b. Contractor shall have Liability Insurance and provide proof of coverage with offer.
- c. Contractor shall provide copies of licenses and/or permits and training certificates of personnel that will be assigned to work on this project.
- d. Provide a Quality Control Plan tailored to this project. There is no limit on the size of the plan.

Technical Acceptability - Acceptable/Unacceptable Ratings	
<i>Rating</i>	<i>Description</i>
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

3. Past Performance

- a. This factor considers the quality of the Offeror's past performance in carrying out relevant work. Emphasis will be on recent, relevant past performance. Recent is defined as work performed within the last 5 years. Relevant is defined as work similar in size and scope of the work described in the Performance Work Statement.
- b. Provide (3) references of work, similar in scope with contact information, brief description of the work completed, and contract # (if applicable). References will be checked by the Contracting Officer or Contracting Officers Representative to ensure your company is capable of performing the requirements.
- c. Provide a list of all agencies/companies/firms with whom the offeror is performing or has performed relevant work within the last 5 years.
- d. The following information should be included. (a) Agency/Company name. (b) Contract Dollar Value. (c) Period of Performance. (d) Name, Address, e-mail address, telephone & fax number of the reference.
- e. PLEASE USE THE ATTACHED "CORPORATE EXPERIENCE FORM" TO RECORD THIS INFORMATION
- f. Past performance information shall also be obtained from other sources available to the Government to include, but not limited to, PPIRS (past performance retrieval system) or other databases; interviews with Program Managers, and other Contracting Officers.

Past Performance Evaluation Ratings	
<i>Rating</i>	<i>Description</i>
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

BASIS FOR CONTRACT AWARD

- A. The Government plans to make an award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. Communications conducted to resolve minor or clerical errors would not constitute discussions. The Contracting Officer reserves the right to either award a contract with or without out the opportunity for quote revisions.
- B. The evaluation process shall proceed as follows:
 - a. First, all technical factors to include Past Performance will be evaluated on a pass/fail basis, assigning ratings of *Acceptable* or *Unacceptable*. Additionally, Past Performance could be evaluated as Neutral as stated previously.

- b. Each factor must be rated *acceptable* to receive an overall acceptable technical rating.
 - c. Lastly, price will be evaluated for reasonableness, completeness, fairness, and affordability by comparing the proposed prices with the Independent Government Estimate and the prices received from other offerors. Offers that are not technically acceptable cannot be selected, regardless of price.
- C. Offerors are cautioned to submit sufficient information and in the format specified in the quote preparation instructions. Offerors may be asked to clarify certain aspects of their quote or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

(End of Addendum to 52.212-2)

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
-------	-------

_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith

effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)